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16 MARK SWEARINGEN

17 **UNITED STATES DISTRICT COURT**
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 GERALDINE BRADLEY, JOY
20 PAXTON-COLLIS, JAMES LARSON and
21 MARK SWEARINGEN, on behalf of
22 themselves and all others similarly situated,

23 Plaintiffs,

24 v.

25 LENDING TREE, LLC, NEWPORT
26 LENDING CORP., SAGE CREDIT CO.,
27 HOME LOAN CONSULTANTS, INC.,
28 CHAPMAN CAPITAL, INC. and
SOUTHERN CALIFORNIA
MARKETING CORP.,

Defendants.

Case No. **SACV08-00755 CJC (RNBx)**

CLASS ACTION COMPLAINT

Jury Trial Demanded

CLAIMS FOR RELIEF:

1. NEGLIGENCE (Lending Tree)
2. BREACH OF IMPLIED CONTRACT (Lending Tree)
3. VIOLATION OF CAL. BUS. AND PROF. CODE §§ 17200 et. seq. (Lending Tree)
4. INTENTIONAL VIOLATION OF THE FCRA (Lending Tree, Newport and Southern California Marketing)
5. NEGLIGENT VIOLATION OF THE FCRA (Lending Tree)
6. UNJUST ENRICHMENT (Newport and Southern California Marketing)
7. CONVERSION (Mortgage Lenders)

FILED
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CENTRAL DIST. OF CALIF.
SANTA ANA

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8. INTENTIONAL INTERFERENCE
WITH CONTRACTUAL
RELATIONS (Mortgage Lenders)
9. NEGLIGENT INTERFERENCE
WITH CONTRACTUAL
RELATIONS (Mortgage Lenders)
10. INVASION OF PRIVACY
11. VIOLATION OF CAL. CIV.
CODE §§17980 et. seq.

Plaintiffs, Geraldine Bradley, Joy Paxton-Collis, James Larson and Mark Swearingen, by their attorneys, Meiselman, Denlea, Packman, Carton & Eberz P.C., as and for their class action complaint, allege, with personal knowledge as to their own actions, and upon information and belief as to those of others, as follows:

Nature of this Case

1. This action seeks to redress the failure of Defendant Lending Tree, LLC ("Lending Tree") to adequately safeguard certain confidential customer information contained in Lending Tree's customer loan request forms. As Lending Tree has recently admitted, the loan request forms contain confidential data such as name, address, email address, telephone number, Social Security number, income and employment information of Lending Tree's customers, including Plaintiffs.

2. As a result of Lending Tree's failure to maintain adequate computer data security, Plaintiffs' confidential customer data was accessed and distributed and/or sold by Lending Tree's employees to Defendants Newport Lending Corp. ("Newport"), Southern California Marketing Corp. ("Southern California Marketing"), Home Loan Consultants, Inc. ("Home Loan"), Chapman Capital, Inc. ("Chapman"), and Sage Credit Co. ("Sage") (collectively "Mortgage Lenders").

3. Because of Lending Tree's actions, millions of its customers have had their personal confidential information compromised, have had their privacy rights

1 violated, have been exposed to the risk of fraud, and have otherwise suffered
2 damages.

3 4. This suit is brought pursuant to the Fair Credit Reporting Act, 15
4 U.S.C. §§ 1681 *et. seq.* ("FCRA") and the common law of this State, on behalf of a
5 class of all persons who have submitted loan request forms to Lending Tree
6 between January 1, 2006, to the present, and have been exposed to the risk of fraud
7 as a result of Lending Tree's breach, and who were damaged thereby (the "Class").
8 It seeks, *inter alia*, compensatory damages for Plaintiffs and each Class member,
9 including, but not limited to, the time and funds spent, and which will continue to
10 be spent, to monitor financial accounts and credit history for fraudulent activity;
11 statutory damages, attorneys' fees; and the costs of this suit.

12 Jurisdiction and Venue

13 5. This Court has jurisdiction over this action pursuant to 28 U.S.C.
14 § 1331. This is an action for violation of 15 U.S.C. §§ 1681 *et. seq.*

15 6. Jurisdiction in this civil action is also authorized pursuant to 28 U.S.C.
16 § 1332(d), as at least one Plaintiff's citizenship is diverse from at least one
17 Defendant, there are more than 100 class members, and the amount in controversy
18 is in excess of \$5 million.

19 7. This Court has supplemental jurisdiction over Plaintiffs' state and
20 common law causes of action, including claims based on violations of Cal. Civ.
21 Code §§ 17980.80 *et. seq.*, Cal. Bus. and Prof. Code §§ 17200 *et. seq.*, and the
22 common law of the State of California, pursuant to 28 U.S.C. § 1367(a).

23 8. Venue is proper in this district under 28 U.S.C. § 1391(a)(2), on the
24 grounds that a substantial part of the events relating to Plaintiffs' claims occurred
25 in the Central District of California.

Parties

9. Plaintiff Geraldine Baker is a citizen and resident of the State of Georgia, County of Paulding. ms. Baker submitted a loan request form to Lending Tree, her personal information was compromised, and she has suffered damage.

10. Plaintiff Joy Paxton-Collis is a citizen and resident of the State of Virginia, County of Orange. ms. Paxton-Collis submitted a loan request form to Lending Tree, her personal information was compromised, and she has suffered damage.

11. Plaintiff James Larson is a citizen and resident of the State of Utah, County of Salt Lake. Mr. Larson submitted a loan request form to Lending Tree, his personal information was compromised, and he has suffered damage. As a result of the breach by Lending Tree, Mr. Larson was, among other things, contacted by Defendant Newport Lending Corp. Using Mr. Larson's illegally obtained confidential personal information, Newport attempted unsuccessfully to provide Mr. Larson with a loan.

12. Plaintiff Mark Swearingen is a citizen and resident of the State of Pennsylvania, County of Washington. Mr. Swearingen submitted a loan request form to Lending Tree, his personal information was compromised, and he has suffered damage.

13. Defendant Lending Tree, LLC is a limited liability company established under the laws of the State of Delaware, with a principal place of business located in Irvine, California, where its consumer-direct mortgage operations are located, where it processes loan applications submitted by its customers, including Plaintiffs, and where it employs over 1,400 employees. Defendant Lending Tree does actual business throughout the State of California, including through the operation and maintenance of an interactive website -- *lendingtree.com* -- accessible to consumers in, and residents of, the State.

1 14. Defendant Newport Lending Corp. is a corporation established under
2 the laws of the State of Nevada, with its principal place of business located in
3 Newport Beach, California. Newport provides personal loans to consumers and
4 does actual business throughout the State of California.

5 15. Defendant Sage Credit Co. is a corporation established under the laws
6 of the State of Delaware, with its principal place of business located in Irvine,
7 California. Sage is a mortgage lender providing mortgages, home equity loans,
8 refinancing, and debt consolidation loans and services to consumers. Sage does
9 actual business throughout the State of California.

10 16. Defendant Home Loan Consultants, Inc. is a corporation established
11 under the laws of the State of California, with its principal place of business
12 located in San Diego, California. Home Loan provides mortgages, refinancing and
13 home equity loans to consumers and does actual business throughout the State of
14 California.

15 17. Defendant Chapman Capital, Inc. is a corporation established under
16 the laws of the State of California, with its principal place of business located in
17 Anaheim, California. Chapman provides loans to consumers and does actual
18 business throughout the State of California.

19 18. Defendant Southern California Marketing Corp. is a corporation
20 established under the laws of the State of California, with its principal place of
21 business located in California. Southern California Marketing provides loans to
22 consumers and does actual business throughout the State of California.

23 **Operative Facts**

24 19. Defendant Lending Tree is the leading online lending and realty
25 services exchange in the United States, and regularly engages in the practice of
26 assembling or evaluating consumer credit information for the purpose of furnishing
27 this information to third parties.

1 20. Lending Tree allows consumers to submit customer loan request forms
2 and then allows consumers to choose from up to four competitive loan offers from
3 major, national, regional, and local lenders across the United States.

4 21. In or about April, 2008, Lending Tree first publicly announced that a
5 wide-reaching security breach had occurred that left millions of its customers
6 exposed to the risk of fraud from the submission of loan request documents dating
7 back to at least October 2006, if not earlier.

8 22. More specifically, in a letter dated April 21, 2008 (the "Letter"),
9 received by Plaintiffs and other Class members, Lending Tree announced a security
10 breach by its employees that led to the theft of loan submission forms submitted by
11 Plaintiffs and members of the Class.

12 23. According to the Letter, several Lending Tree employees helped
13 various mortgage lenders, including Defendants named herein (the Mortgage
14 Lenders), gain access to Lending Tree's customer information by sharing
15 confidential passwords with these lenders.

16 24. Based on Lending Tree's own admissions contained in the Letter, the
17 Mortgage Lenders used the passwords of Lending Tree's customers, including
18 Plaintiffs, to access Lending Tree's customer loan request forms to, among other
19 things, market loans to Plaintiffs and other Lending Tree customers, all without the
20 permission or consent of Plaintiffs and other members of the Class.

21 25. The Lending Tree customer loan request forms which were
22 impermissibly accessed contained confidential personal data, including but not
23 limited to, name, address, email address, telephone numbers, Social Security
24 numbers, income and employment information.

25 26. Moreover, Defendants Newport and Southern California Marketing
26 sold Plaintiffs' and the Class' confidential consumer information and/or the
27 requisite passwords required to access confidential consumer information to
28 Defendants Sage, Home Loan and Chapman.

1 27. Mortgage Lenders also disseminated Plaintiffs' and the Class'
2 confidential consumer information to their employees and agents.

3 28. Reportedly, the security breach at Lending Tree began in or about
4 October 2006, but was not contained until early 2008. Lending Tree's pending
5 investigation may reveal that the breach occurred even prior to October 2006, and
6 that the breach is still ongoing. Thus, customer loan request forms were exposed
7 for almost three years, and all of these customers are at risk for, at a minimum,
8 identity theft and credit report fraud.

9 29. Indeed, because of the confidential customer information accessed,
10 Lending Tree's customers were, are or may be at risk for identity theft which may
11 lead to credit card and debit card fraud as the personal information breached may
12 be used to obtain credit cards, debit cards and loans without the knowledge or
13 consent of Lending Tree's customers.

14 30. The almost three-year delay in detecting the breach casts doubt on
15 Lending Tree's intrusion detection procedures and system monitoring controls.

16 31. Lending Tree violated applicable credit industry rules, including its
17 own internal privacy protection rules promised to Plaintiffs and other customers,
18 which were purportedly put into place to protect customer loan request forms.

19 32. Not surprisingly, Lending Tree is now urging its customers to monitor
20 their credit reports for signs of identity theft or other fraudulent financial activity
21 which resulted from this breach.

22 33. Lending Tree is also urging Plaintiffs and its customers, at their own
23 expense, to obtain and review their credit reports for any fraudulent activity and
24 inquiries from creditors which were not initiated by Plaintiffs and Lending Tree's
25 authorized lenders. Lending Tree is also urging Plaintiffs and its customers, at
26 their own expense, to file a fraud alert with the three main credit reporting bureaus.

27 34. Rather than informing Plaintiffs and its customers immediately of the
28 breach so that they could mitigate the damage incurred as a result of the breach,

1 Lending Tree has not offered a reason for the almost five month delay in informing
2 Plaintiffs and its customers of the breach.

3 35. Almost immediately after receiving the Letter, Plaintiffs, at their own
4 expense, obtained a copy of their credit reports. They were shocked to see that
5 their credit reports had been pulled for review by several lenders without their
6 permission, severely effecting their credit scores and causing them damage.

7 36. As a result of Lending Tree's actions, Plaintiffs had their privacy
8 rights violated, have been exposed to fraud and the risk of additional fraud, and
9 have suffered damage. Plaintiffs have spent, and will continue to spend,
10 considerable time and money to monitor their credit accounts and credit history for
11 fraudulent activity in seeking to protect, prevent and undo the harm incurred to
12 their credit. Plaintiffs are also concerned about increased exposure to potential
13 theft of their identities.

14 37. Furthermore, Plaintiffs' and the Class' confidential consumer
15 information has been improperly and illegally disclosed and sold to Mortgage
16 Lenders by employees and agents of Lending Tree.

17 38. There have been numerous consumer complaints to various Federal
18 and State authorities regarding the breach of Lending Tree's customer data, and
19 web sites are full of consumers who have complained about the fact that their
20 confidential information has been breached and that they will now have to monitor,
21 at their own expense, their credit reports for fraudulent activity.

22 39. As referred to above, Lending Tree did not provide any notice,
23 adequate notice or full disclosure of the fact that its customers' confidential
24 personal information was breached almost two years ago, in October 2006.
25 Moreover, no adequate notice has been provided to Plaintiffs, and no consent or
26 bargained-for approval has been granted by Plaintiffs or other Lending Tree
27 customers who submitted customer loan request forms, that their confidential
28 information may be, and was, impermissibly accessed by others, including

1 Mortgage Lenders. Nor did Plaintiffs and the Class authorize Lending Tree to
2 access their confidential consumer information for purposes of selling, brokering or
3 otherwise disseminating said information to unauthorized third parties, including
4 Mortgage Lenders.

5 **Class Action Allegations**

6 40. Plaintiffs brings this action on their own behalf and additionally,
7 pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of a class
8 (the "Class") of all persons who have submitted loan request forms, and other
9 forms containing personal and confidential information, to Lending Tree, and have
10 had their confidential information disseminated and/or sold by Lending Tree to
11 third parties, including Mortgage Lenders, without their consent or without a
12 permissible purpose under the FCRA, during the period from January 1, 2006, to
13 the present.

14 41. Excluded from the Class are Defendants; any parent, subsidiary, or
15 affiliate of Defendants; any entity in which Defendants have or had a controlling
16 interest, or which Defendants otherwise control or controlled; and any officer,
17 director, employee, legal representative, predecessor, successor, or assignee of
18 Defendants.

19 42. This action is brought as a class action for the following reasons:

20 a. The Class consists of at least tens of thousands of persons and is
21 therefore so numerous that joinder of all members, whether otherwise required or
22 permitted, is impracticable;

23 b. There are questions of law or fact common to the Class that
24 predominate over any questions affecting only individual members, including:

25 i. whether Lending Tree was negligent in protecting its
26 customers' confidential personal and financial information;

1 ii. whether Lending Tree breached its implied contracts with
2 Plaintiffs and the Class in not safeguarding properly their confidential
3 personal and financial information;

4 iii. whether Lending Tree sold, disseminated or otherwise
5 provided access to Plaintiffs' and the Class' confidential consumer
6 information, without Plaintiffs' and the Class' authorization, within the
7 meaning of 15 U.S.C. § 1681a(d)(1);

8 iv. whether Newport and Southern California Marketing
9 sold, disseminated or otherwise provided access to Plaintiffs' and the Class'
10 confidential consumer information, without Plaintiffs' and the Class'
11 authorization, within the meaning of 15 U.S.C. § 1681a(d)(1);

12 v. whether Lending Tree had a permissible purpose under
13 the FCRA to sell, disseminate or otherwise provide access to Plaintiffs' and
14 the Class' confidential consumer information, within the meaning of 15
15 U.S.C. § 1681a(d)(1);

16 vi. whether Newport and Southern California Marketing had
17 a permissible purpose under the FCRA to sell, disseminate or otherwise
18 provide access to Plaintiffs' and the Class' confidential consumer
19 information, within the meaning of 15 U.S.C. § 1681a(d)(1);

20 vii. whether Lending Tree, Newport and Southern California
21 Marketing are each a Consumer Reporting Agency, as defined by 15 U.S.C.
22 § 1681a(f);

23 viii. whether Lending Tree violated the FCRA by failing to
24 properly maintain reasonable procedures designed to limit the furnishing of
25 confidential consumer Information as required by the FCRA;

26 ix. whether Lending Tree violated the FCRA when it sold,
27 disseminated or otherwise provided access to Plaintiffs' and the class'

1 confidential consumer Information to unauthorized third parties, including
2 the Mortgage Lenders;

3 x. whether Newport and Southern California Marketing
4 violated the FCRA when they sold, disseminated or otherwise provided
5 access to Plaintiffs' and the Class' confidential consumer Information to
6 unauthorized third parties, including Mortgage Lenders;

7 xi. whether Lending Tree violated Cal. Civ. Code
8 §§ 17980.80 *et. seq.*;

9 xii. whether Lending Tree violated Cal. Bus. and Prof. Code
10 §§ 17200 *et. seq.*;

11 xiii. whether Mortgage Lenders acquired confidential
12 consumer information without Plaintiffs' and the Class' authorization,
13 knowledge or consent;

14 xiv. whether Mortgage Lenders intended to interfere and/or
15 negligently interfered with the contracts existing between Lending Tree and
16 Plaintiffs and the Class;

17 xv. whether Newport and Southern California Marketing
18 have been unjustly enriched to the detriment of Plaintiffs and the Class; and

19 xvi. whether members of the Class have sustained damages,
20 including statutory damages, and, if so, the proper measure thereof.

21 c. The claims asserted by Plaintiffs are typical of the claims of the
22 members of the Class;

23 d. Plaintiffs will fairly and adequately protect the interests of the
24 Class, and Plaintiffs have retained attorneys experienced in class and complex
25 litigation, including related litigation involving consumer fraud;

26 e. A class action is superior to other available methods for the fair
27 and efficient adjudication of the controversy, for at least the following reasons:

1 i. Absent a class action, Class members as a practical matter
2 will be unable to obtain redress, Defendants' violations of their legal
3 obligations will continue without remedy, additional Lending Tree
4 customers will be harmed, and Defendants will continue to retain their ill-
5 gotten gains;

6 ii. It would be a substantial hardship for most individual
7 members of the Class if they were forced to prosecute individual actions;

8 iii. When the liability of Defendants has been adjudicated,
9 the Court will be able to determine the claims of all members of the Class;

10 iv. A class action will permit an orderly and expeditious
11 administration of Class claims, foster economies of time, effort, and expense
12 and ensure uniformity of decisions; and

13 v. The lawsuit presents no difficulties that would impede its
14 management by the Court as a class action.

15 f. Defendants have acted on grounds generally applicable to Class
16 members, making class-wide monetary and injunctive relief appropriate; and

17 g. The prosecution of separate actions by individual members of
18 the Class would create a risk of incompatible standards of conduct for Defendants
19 and of inconsistent or varying adjudications for all parties.

20 43. Defendants' violations of statutory and common law are applicable to
21 all members of the Class, and Plaintiffs are entitled to have Defendants enjoined
22 from engaging in unlawful conduct in the future.

23 **FIRST CAUSE OF ACTION**

24 **(Negligence as to Lending Tree)**

25 44. Plaintiffs repeat and re-allege the allegations contained in Paragraphs
26 1 through 44 above as if fully set forth herein.

27 45. Defendant Lending Tree owed a duty to Plaintiffs and the Class to use
28 reasonable care to keep Plaintiffs' and the Class' confidential personal and

1 financial information that is, or was, in its possession and control private and
2 secure.

3 46. Lending Tree breached its duty to use reasonable care in protecting
4 Plaintiffs' and the Class' confidential personal and financial information from
5 being stolen and compromised by inadequately safeguarding this confidential
6 information in violation of, among other things, common and ordinary industry-
7 wide rules and regulations.

8 47. Lending Tree further breached its duty to Plaintiffs and the Class to
9 use reasonable care to protect its customers' confidential personal and financial
10 information from being stolen and compromised by failing to use reasonable care
11 to implement and maintain appropriate security procedures designed reasonably to
12 protect the confidential personal, financial and credit report information of
13 Plaintiffs and the Class. Lending Tree knew or should have known that its network
14 for processing and storing customer loan request forms and customer confidential
15 personal and financial information had security vulnerabilities. As such, Lending
16 Tree was negligent in continuing such data processing in light of those
17 vulnerabilities and the sensitivity of the data, and this breach of security and access
18 to the private and confidential information of Plaintiffs and the Class was
19 reasonably foreseeable.

20 48. Lending Tree also owed a duty to Plaintiffs and the Class to use
21 reasonable care to prevent the unauthorized access, use and dissemination of
22 confidential personal and financial data and other non-public information. Lending
23 Tree did not do so and unlawfully breached this duty.

24 49. Moreover, Lending Tree owed a duty to Plaintiffs and the Class to
25 inform Plaintiffs and the Class in a timely manner when their confidential personal
26 and financial information became compromised. Disclosure was required so that,
27 among other things, Lending Tree's customers could take appropriate measures to

1 avoid harm to their credit scores, avoid the consequences of identity theft, and
2 monitor their credit reports for fraudulent activity.

3 50. Lending Tree breached this duty by failing to notify Plaintiffs and the
4 Class in a timely manner when their confidential information became
5 compromised. Thus, Plaintiffs and the Class were harmed by Lending Tree's delay
6 in notification because, among other things, credit reports have been obtained
7 without the permission of Plaintiffs and the Class, resulting in, among other things,
8 lower credit scores and other fraudulent activity.

9 51. The resulting personal and financial burden, including but not limited
10 to, the loss of time and money spent by Plaintiffs and the Class in seeking to
11 prevent or undo further harm and other economic and non-economic damages, were
12 the direct and proximate result of Lending Tree's violations of its duties of care, as
13 described above.

14 52. By reason of the foregoing, Lending Tree is liable to Plaintiffs and the
15 other members of the Class for the damages that they have suffered as a result of
16 Lending Tree's negligence, the amount of such damages to be determined at trial.

17 **SECOND CAUSE OF ACTION**

18 **(Breach of Implied Contract as to Lending Tree)**

19 53. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1
20 through 52 above as if fully set forth herein.

21 54. Upon providing confidential personal and financial information to
22 Lending Tree in order to transact business with Lending Tree, Plaintiffs and the
23 Class entered into implied contracts with Lending Tree such that Lending Tree
24 would safeguard this confidential information and notify Plaintiffs and the Class
25 promptly of any and all theft of their information.

26 55. Without such implied contracts, Lending Tree's customers (including
27 Plaintiffs and the Class) would not have submitted their confidential personal and
28 financial information to transact business with Lending Tree

1 56. By reason of the foregoing, Lending Tree breached its implied
2 contracts with Plaintiffs and the Class, and Lending Tree is liable to Plaintiffs and
3 the Class for damages incurred as a result of its actions, the amount of such
4 damages to be determined at trial.

5 **THIRD CAUSE OF ACTION**

6 **(Violation of Cal. Bus. and Prof. Code §§ 17200 *et. seq.* as to Lending Tree)**

7 57. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1
8 through 56 above as if fully set forth herein.

9 58. By failing to provide reasonable security measures to protect its
10 customers' confidential consumer information, Plaintiffs and the Class have
11 suffered an injury-in-fact as they are at an increased risk of identity theft. Plaintiffs
12 and the Class have also lost property in the form of their confidential consumer
13 information.

14 59. Lending Tree's practices as complained of herein constitute an
15 unlawful "business practice" within the meaning of Cal. Bus. and Prof. Code
16 §§ 17200 *et. seq.*

17 60. Lending Tree's failure to adequately protect its customers'
18 confidential consumer information violates not only the unlawful prong of Cal.
19 Bus. and Prof. Code §§ 17200 *et. seq.*, but also constitutes an independent violation
20 of the "unfair" prong of Section 17200, independent of the other causes of action
21 asserted herein. Lending Tree's failure to adopt reasonable practices in protecting
22 its customers' confidential consumer information has placed Plaintiffs and the
23 Class at a higher risk of identity theft.

24 61. By reason of the foregoing, the injury to Plaintiffs and the Class
25 caused by Lending Tree's failure to install, adopt and maintain reasonable security
26 procedures to protect its customers' confidential consumer information is
27 substantial. As a result, Plaintiffs' and the Class' confidential information has been
28 compromised, placing them at a significant risk of being victims of identity theft

1 and other harm. Lending Tree is liable to Plaintiffs and the Class for damages
2 incurred as a result of its actions, the amount of such damages to be determined at
3 trial.

4 **FOURTH CAUSE OF ACTION**

5 **(Intentional Violation of the FCRA as to Lending Tree, Newport** 6 **and Southern California Marketing)**

7 62. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1
8 through 61 above as if fully set forth herein.

9 63. Pursuant to the FCRA, a "Consumer Report" means any written, oral
10 or other communication of any information by a consumer reporting agency
11 bearing on a consumer's credit worthiness, credit standing, credit capacity,
12 character, general reputation, personal characteristics, or mode of living which is
13 used or expected to be used or collected in whole or in part for the purpose of
14 serving as a factor in establishing a consumer's eligibility for credit or insurance to
15 be used primarily for personal, family, or household purposes, employment
16 purposes, or any other purpose authorized under 15 U.S.C. §§ 1681(b) and a(d)(1).

17 64. Pursuant to the FCRA, a "Consumer Reporting Agency" means any
18 person which, for monetary fees, dues, or on a cooperative nonprofit basis,
19 regularly engages in whole or in part in the practice of assembling or evaluating
20 consumer credit information or other information on consumers for the purpose of
21 furnishing Consumer Reports to third parties, and which uses any means or facility
22 of interstate commerce for the purpose of preparing or furnishing Consumer
23 Reports.

24 65. Pursuant to 15 U.S.C. §§ 1681a(b) and (c), Plaintiffs and the Class are
25 "consumers" or "persons."

26 66. Lending Tree, Newport and Southern California Marketing are
27 Consumer Reporting Agencies as defined by the FCRA because they, for monetary
28 fees, regularly engage in whole or in part in the practice of assembling or

1 evaluating consumer credit information or other information on consumers for the
2 purpose of furnishing Consumer Reports to third parties, and engage in interstate
3 commerce for the purpose of preparing or furnishings Consumer Reports.

4 67. The confidential consumer information sold, disseminated, or
5 otherwise provided access to by Lending Tree, Newport and Southern California
6 Marketing were Consumer Reports as defined under the FCRA.

7 68. Pursuant to 15 U.S.C. § 1681e, Lending Tree -- as a Consumer
8 Reporting Agency -- is required to maintain reasonable procedures designed to
9 limit the use of Consumer Reports for permissible purposes.

10 69. In conscious disregard of the rights of Plaintiffs and the Class,
11 Lending Tree deliberately and recklessly did not maintain reasonable procedures
12 designed to limit the furnishing of Consumer Reports to permissible purposes as
13 required by 15 U.S.C. § 1681e.

14 70. As a result of Lending Tree's deliberate and reckless conduct,
15 Plaintiffs and the Class' Consumer Reports were sold to, and accessed by, third
16 parties without Plaintiffs' and the Class' consent and for no permissible purpose, as
17 required under the FCRA.

18 71. Newport and Southern California Marketing, with full knowledge that
19 Plaintiffs' and the Class' Consumer Information was unlawfully obtained,
20 deliberately sold, disseminated and otherwise provided access to Plaintiffs' and the
21 Class' Consumer Information to third parties without the consent of Plaintiffs and
22 the Class, and for no permissible purpose, as required under the FCRA.

23 72. By reason of the foregoing, Plaintiffs and the Class have been
24 damaged and are entitled to actual damages, statutory damages, costs and
25 attorneys' fees.

1 **FIFTH CAUSE OF ACTION**

2 **(Negligent Violation of the FCRA as to Lending Tree)**

3 73. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1
4 through 72 above as if fully set forth herein.

5 74. Lending Tree is a "Consumer Reporting Agency" as defined by the
6 FCRA because Lending Tree, for monetary compensation, regularly engages in
7 whole or in part in the practice of assembling or evaluating consumer credit
8 information or other information on consumers for the purpose of furnishing
9 "Consumer Reports" to third parties, and uses interstate commerce for the purpose
10 of preparing or furnishing Consumer Reports.

11 75. Pursuant to 15 U.S.C. § 1681e, Lending Tree -- as a Consumer
12 Reporting Agency -- is required to maintain reasonable procedures designed to
13 limit the use of Consumer Reports for permissible purposes.

14 76. Lending Tree was negligent in failing to maintain reasonable
15 procedures to protect Plaintiffs' and the Class' Consumer Reports.

16 77. As a result of Lending Tree's negligence, Plaintiffs' and the Class'
17 Consumer Reports were sold to, and accessed by, third parties without Plaintiffs'
18 and the Class' consent and for no permissible purpose, as required under the
19 FCRA.

20 78. By reason of the foregoing, Plaintiffs and the Class have been
21 damaged and are entitled to actual damages, statutory damages, costs and
22 attorneys' fees.

23 **SIXTH CAUSE OF ACTION**

24 **(Unjust Enrichment as to Newport and Southern California Marketing)**

25 79. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1
26 through 78 above as if fully set forth herein.

1 80. Newport and Southern California Marketing obtained and sold
2 Plaintiffs' and the Class' confidential consumer information without Plaintiffs' and
3 the Class' consent.

4 81. Newport and Southern California Marketing retained the benefits they
5 received from unjustly and unlawfully selling Plaintiffs' and the Class' confidential
6 consumer information, and had knowledge of said benefit.

7 82. By engaging in the conduct described above, Newport and Southern
8 California Marketing have unjustly enriched themselves at the expense of Plaintiffs
9 and the Class and are required, in equity and good conscience, to compensate
10 Plaintiffs and the Class for damages suffered as a result of their actions.

11 83. By reason of the foregoing, Newport and Southern California
12 Marketing are liable to Plaintiffs and the Class for damages incurred as a result of
13 their actions, the amount of such damages to be determined at trial.

14 **SEVENTH CAUSE OF ACTION**

15 **(Conversion as to Mortgage Lenders)**

16 84. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1
17 through 83 above as if fully set forth herein.

18 85. Plaintiffs' and the Class' confidential consumer information is
19 property under California law.

20 86. Mortgage Lenders wrongfully acquired and misappropriated Plaintiffs'
21 and the Class' confidential consumer information without Plaintiffs' and the Class'
22 consent.

23 87. Mortgage Lenders sold Plaintiffs' and the Class' confidential
24 consumer information to third parties without Plaintiffs' and the Class' consent.

25 88. The misappropriation and sale of Plaintiffs' and the Class' confidential
26 consumer information by Mortgage Lenders caused substantial damage to Plaintiffs
27 and the Class.

1 89. By reason of the foregoing, Mortgage Lenders are liable to Plaintiffs
2 and the Class for damages incurred as a result of their actions, including, pursuant
3 to Cal. Civ. Code 3336, for attorneys' fees, costs and expenses.

4 **EIGHT CAUSE OF ACTION**

5 **(Intentional Interference with Contractual Relations as to Mortgage Lenders)**

6 90. Plaintiffs repeat and reallege the allegations contained in Paragraphs
7 1 through 89 above as if fully set forth herein.

8 91. A contract existed between Lending Tree and Plaintiffs and the Class,
9 whereby the parties agreed that Lending Tree would preserve and protect the
10 confidentiality of Plaintiffs' and the Class' confidential consumer information.

11 92. Mortgage Lenders knew of the existence of the contracts between
12 Lending Tree and Plaintiffs and the Class.

13 93. By misappropriating and selling Plaintiffs' and the Class' confidential
14 consumer information, Mortgage Lenders intended to and did interfere with the
15 contracts between Lending Tree and Plaintiffs and the Class.

16 94. Mortgage Lenders' misappropriation of Plaintiffs' and the Class'
17 confidential consumer information reduced the value of the contracts between
18 Lending Tree and Plaintiffs and the Class.

19 95. Mortgage Lenders' misappropriation of Plaintiffs' and the Class'
20 confidential consumer information made performance of the contracts more
21 burdensome.

22 96. By reason of the foregoing, Mortgage Lenders are liable to Plaintiffs
23 and the Class for damages incurred as a result of their actions, the amount of such
24 damages to be determined at trial.

25 **NINTH CAUSE OF ACTION**

26 **(Negligent Interference with Contractual Relations as to Mortgage Lenders)**

27 97. Plaintiffs repeat and reallege the allegations contained in Paragraphs
28 1 through 96 above as if fully set forth herein.

98. A contract existed between Lending Tree and Plaintiffs and the Class, whereby the parties agreed that Lending Tree would preserve and protect the confidentiality of Plaintiffs' and the Class' consumer information.

99. Mortgage Lenders knew of the existence of the contracts between Lending Tree and Plaintiffs and the Class.

100. By misappropriating and selling Plaintiffs' and the Class' confidential consumer information, Mortgage Lenders negligently interfered with the contracts between Lending Tree and Plaintiffs and the Class.

101. Mortgage Lenders' misappropriation of Plaintiffs' and the Class' confidential consumer information reduced the value of the contracts between Lending Tree and Plaintiffs and the Class.

102. Mortgage Lenders' misappropriation of Plaintiffs' and the Class' confidential consumer information made performance of the contracts more burdensome.

103. By reason of the foregoing, Mortgage Lenders are liable to Plaintiffs and the Class for damages incurred as a result of their actions, the amount of such damages to be determined at trial.

TENTH CAUSE OF ACTION

(Invasion of Privacy as to all Defendants)

104. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 104 above as if fully set forth herein.

105. Plaintiffs and the Class have a legally protected privacy interest in their confidential consumer information, including their credit, financial and other personal information, and a reasonable expectation of privacy in such information.

106. Defendants violated Plaintiffs' and the Class' privacy by accessing, disclosing, disseminating and selling Plaintiffs' and the Class' confidential consumer information without their knowledge, authorization or consent.

1 107. Defendants' unauthorized disclosure and sale of Plaintiffs' and the
2 Class' private confidential information is highly offensive or objectionable to a
3 reasonable person of ordinary sensibilities. In addition, the disclosure of such
4 private confidential information does not include information that is of a legitimate
5 public concern.

6 108. Defendants violated Plaintiffs' and the Class' rights of privacy by
7 acquiring, disclosing and selling Plaintiffs' and the Class' private confidential
8 consumer information without their consent.

9 109. Plaintiffs' and the Class' private confidential consumer information
10 has value, and Defendants' unlawful use, disclosure and sale of the information
11 was made for Defendants' benefit.

12 110. By reason of the foregoing, the privacy rights of Plaintiffs and the
13 Class have been violated, including their right of privacy as guaranteed by the
14 California constitution, and Plaintiffs and the Class have been harmed as a result
15 thereof.

16 111. Defendants are liable to Plaintiffs and the Class for damages incurred
17 as a result of their actions, the amount of such damages to be determined at trial.

18 **ELEVENTH CAUSE OF ACTION**

19 **(Violation of Cal. Civ. Code §§ 17980.80 *et. seq.* as to all Defendants)**

20 112. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1
21 through 112 above as if fully set forth herein.

22 113. Plaintiffs and the Class have a property interest in their confidential
23 consumer information. This property interest includes the right not to have others
24 profit from the misappropriation, sale and/or dissemination of such information.

25 114. Defendants misappropriated Plaintiffs' and the Class' confidential
26 consumer information by acquiring, disseminating and selling the information
27 without Plaintiffs' and the Class' consent.

1 115. Plaintiffs' and the Class' confidential consumer information has value,
2 and Defendants' unlawful misappropriation, disclosure and sale of the information
3 was made for Defendants' benefit.

4 116. Defendants' practices as complained of herein violate Cal. Civ. Code
5 §§ 17980.80 *et. seq.*, which mandates all persons and institutions possessing
6 personal information to take all reasonable steps to destroy such personal
7 information if no longer needed, notify persons whose unencrypted information has
8 been acquired in an unauthorized manner, and to implement reasonable security
9 measures.

10 117. Because Defendants compromised and misappropriated Plaintiffs' and
11 the Class' confidential consumer information, in violation of Cal. Civ. Code
12 §§ 17980.80 *et. seq.*, Plaintiffs and the Class have been harmed. Defendants are
13 liable to Plaintiffs and the Class for damages incurred as a result of their actions,
14 the amount of such damages to be determined at trial.

15
16 WHEREFORE, Plaintiffs respectfully request that the Court enter judgment
17 against Defendants as follows:

18 1. Certifying this action as a class action, pursuant to Rule 23(a) and
19 23(b)(3) of the Fed.R.Civ.P., with a class as defined above;

20 2. On Plaintiffs' First Cause of Action, awarding against Lending Tree
21 the damages that Plaintiffs and the other members of the Class have suffered as a
22 result of Lending Tree's negligence, the amount of such damages to be determined
23 at trial;

24 3. On Plaintiffs' Second Cause of Action, awarding against Lending Tree
25 the damages that Plaintiffs and the other members of the Class have suffered as a
26 result of Lending Tree's breach of its implied contracts, the amount of such
27 damages to be determined at trial;

1 4. On Plaintiffs' Third Cause of Action, awarding against Lending Tree
2 the damages that Plaintiffs and the other members of the Class have suffered as a
3 result of Lending Tree's violation of Cal. Bus. and Prof. Code §§ 17200 *et. seq.*,
4 the amount of such damages to be determined at trial;

5 5. On Plaintiffs' Fourth Cause of Action, awarding against Lending Tree,
6 Newport and Southern California Marketing the damages that Plaintiffs and the
7 other members of the Class have suffered as a result of Lending Tree's, Newport's
8 and Southern California Marketing's violation of the FCRA, including statutory
9 damages, actual damages, attorneys' fees and costs, the amount of such damages to
10 be determined at trial;

11 6. On Plaintiffs' Fifth Cause of Action, awarding against Lending Tree
12 the damages that Plaintiffs and the other members of the Class have suffered as a
13 result of Lending Tree's violation of the FCRA, including statutory damages,
14 actual damages, attorneys' fees and costs, the amount of such damages to be
15 determined at trial;

16 7. On Plaintiffs' Sixth Cause of Action, awarding against Newport and
17 Southern California Marketing the damages that Plaintiffs and the other members
18 of the Class have suffered as a result of Newport's and Southern California
19 Marketing's actions, the amount of such damages to be determined at trial;

20 8. On Plaintiffs' Seventh Cause of Action, awarding against Mortgage
21 Lenders the damages that Plaintiffs and the other members of the Class have
22 suffered as a result of Mortgage Lenders' actions, including attorneys' fees, costs
23 and expenses, the amount of such damages to be determined at trial;

24 9. On Plaintiffs' Eighth Cause of Action, awarding against Mortgage
25 Lenders the damages that Plaintiffs and the other members of the Class have
26 suffered as a result of Mortgage Lenders' actions, the amount of such damages to
27 be determined at trial;

1 10. On Plaintiffs' Ninth Cause of Action, awarding against Mortgage
2 Lenders the damages that Plaintiffs and the other members of the Class have
3 suffered as a result of Mortgage Lenders' actions, the amount of such damages to
4 be determined at trial;

5 11. On Plaintiffs' Tenth Cause of Action, awarding against Defendants the
6 damages that Plaintiffs and the other members of the Class have suffered as a result
7 of Defendants' actions, the amount of such damages to be determined at trial;

8 12. On Plaintiffs' Eleventh Cause of Action, awarding against Defendants
9 the damages that Plaintiffs and the other members of the Class have suffered as a
10 result of Defendants' violation of Cal. Civ. Code §§ 17980.80 *et. seq.*, the amount
11 of such damages to be determined at trial;

12 13. Requiring Lending Tree to provide Plaintiffs and the Class, among
13 other things, free credit monitoring;

14 14. Enjoining Defendants from accessing Plaintiffs' and the Class'
15 confidential consumer information for purposes of selling, brokering or otherwise
16 disseminating said information to unauthorized third parties;

17 15. Awarding Plaintiffs statutory damages, actual damages, interest, costs
18 and attorneys' fees; and

19 16. Awarding Plaintiffs such other and further relief as this Court deems
20 just and proper.

1 **DEMAND FOR TRIAL BY JURY**

2 Pursuant to Rule 38 of the Fed.R.Civ.P., Plaintiffs hereby demand a trial by
3 jury.

4
5 DATED: July 10, 2008

Respectfully submitted,

6 CALDWELL LESLIE & PROCTOR, PC
7 ROBYN C. CROWTHER

8 MEISELMAN, DENLEA, PACKMAN,
9 CARTON & EBERZ P.C.
10 JEFFREY I. CARTON
11 JEROME NOLL

12 By



ROBYN C. CROWTHER

13 Attorneys for Plaintiffs GERALDINE BRADLEY,
14 JOY PAXTON-COLLIS, JAMES LARSON and
15 MARK SWEARINGEN
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LESLIE &
PROCTOR

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Robyn C. Crowther, SBN 193840
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Los Angeles, CA 90017
P: (213) 629-9040; F: (213) 629-9022

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GERALDINE BRADLEY, JOY PAXTON-COLLIS,
JIMMY LARSON and MARK SWEARINGEN, on behalf of
themselves and all others similarly situated,
Plaintiff(s)

v.

LENDING TREE, LLC, NEWPORT LENDING CORP., SAGE CREDIT
CO., HOME LOAN CONSULTANTS, INC., CHAPMAN CAPITAL,
INC. and SOUTHERN CALIFORNIA MARKETING CORP.,
Defendant(s)

CASE NUMBER:

SACV08-00755 CJC (RNBx)

SUMMONS

TO: THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to file with this court and serve upon plaintiff's attorney
ROBYN C. CROWTHER, whose address is:

CALDWELL LESLIE & PROCTOR
1000 Wilshire Blvd.
Suite 600
Los Angeles, CA 90017

an answer to the ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-
claim which is herewith served upon you within 20 days after service of this Summons upon you, exclusive
of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded
in the complaint.

CLERK, U.S. DISTRICT COURT

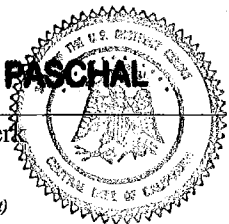
Date: **JUL 10 2008**

By: _____

ROLLS ROYCE PASCHAL

Deputy Clerk

(Seal of the Court)



1144

SUMMONS

CV-1A (01/01)

CCD-1A

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
 GERALDINE BRADLEY, JOY PAXTON-COLLIS,
 JIMMY LARSON and MARK SWEARINGEN, on behalf of
 themselves and all others similarly situated

(b) County of Residence of First Listed Plaintiff (Except In U.S. Plaintiff Cases):
Paulding County, Georgia

(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
 CALDWELL LESLIE & PROCTOR, PC
 Robyn C. Crowther, SBN 193840
 Email: crowther@caldwell-leslie.com
 1000 Wilshire Blvd., Suite 600
 Los Angeles, CA 90017
 P: (213) 629-9040; F: (213) 629-9022

DEFENDANTS

LENDING TREE, LLC, NEWPORT LENDING CORP., SAGE CREDIT
 CO., HOME LOAN CONSULTANTS, INC., CHAPMAN CAPITAL,
 INC. AND SOUTHERN CALIFORNIA MARKETING CORP.

County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only):

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
 (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of
 Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only

(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|--|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place
of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place
of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a
Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

☒ **MONEY DEMANDED IN COMPLAINT:** \$ To be determined

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Fair Credit Reporting Act 15 U.S.C. §§ 1681 et. seq.; This suit is brought on behalf of a class of all persons who have submitted loan request forms to Lending Tree between January 1, 2006, to the present and have been exposed to the risk of fraud as a result of Lending Tree's breach, and who were damaged thereby

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS - PERSONAL INJURY	TORTS - PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litig.
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input checked="" type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 891 Agricultural Act			<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 892 Economic Stabilization Act				<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 220 Foreclosure				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment				
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 240 Torts to Land				
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 245 Tort Product Liability				
	<input type="checkbox"/> 290 All Other Real Property				

VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

FOR OFFICE USE ONLY: Case Number: _____

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☐ No ☒ Yes

If yes, list case number(s): SACV 08-660 CJC (ANx)

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above
in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which EACH named plaintiff resides (Use an additional sheet if necessary)

☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.

Geraldine Bradley: Georgia; Joy Paxton-Collis: Virginia; Jimmy Larson: Utah; Mark Swearingen: Pennsylvania

List the California County, or State if other than California, in which EACH named defendant resides. (Use an additional sheet if necessary).

☐ Check here if the U.S. government, its agencies or employees is a named defendant.

Lending Tree: Orange County; Newport Lending Corp.: Los Angeles County; Sage Credit Co., Orange County; Home Loan Consultants: San Diego County; Chapman Capital: Orange County; Southern Ca. Marketing Corp.: Los Angeles County

List the California County, or State if other than California, in which EACH claim arose. (Use an additional sheet if necessary)

Note: In land condemnation cases, use the location of the tract of land involved.

Georgia, Virginia, Utah, Pennsylvania

X. SIGNATURE OF ATTORNEY (OR PRO PER): Robyn C. Crowther Date July, 2008

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM
Authority for Civil Cover Sheet

The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) **PLAINTIFFS - DEFENDANTS.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a Government Agency use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official giving both name and title.
- (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: in land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) **Attorneys.** Enter firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section ("see attachment"). Refer to Local Rules 83-2.7 and 41-6 for further information regarding change of attorney name, address, firm association, phone number, fax number or e-mail address, and dismissal of action for failure of pro se plaintiff to keep Court apprised of current address.
- II. **JURISDICTION.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdiction be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States Plaintiff. (1) Jurisdiction is based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States Defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal Question. (3) This refers to suits under 28 U.S.C. 1331 where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, and act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code take precedence and box 1 or 2 should be marked.

Diversity of Citizenship. (4) This refers to suits under 28 U.S.C. 1332 where parties are citizens of different states. When box 4 is checked, the citizenship of the different parties must be checked. (See Section III below) (Federal question actions take precedence over diversity cases.)

- III. **RESIDENCE (CITIZENSHIP) OF PRINCIPAL PARTIES.** This section of the CV-71 (JS-44) is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

- IV. **ORIGIN.** Place an "X" in one of the seven boxes:

- (1) Original Proceedings. Cases which originate in the United States District Courts.
- (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. Section 1441. When the petition for removal is granted, check this box.
- (3) Remanded from Appellate court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- (5) Transferred from Another District. For cases transferred under Title 28 U.S.C. Section 1404(a). DO NOT use this for within-district transfers or multidistrict litigation transfers. When this box is checked, DO NOT check (6) below.
- (6) Multidistrict Litigation. Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, DO NOT check (5) above.
- (7) Appeal to District Judge from Magistrate Judge Judgment. Check this box for an appeal from a magistrate judge's decision.

- V. **REQUESTED IN COMPLAINT.**

Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

- VI. **CAUSE OF ACTION.** Report the civil statute directly related to the cause of action and give a brief description of the cause of action. Do not cite jurisdictional statutes unless diversity.

Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

- VII. **NATURE OF SUIT.** Place an "X" in the appropriate box. MARK ONE BOX ONLY. If the cause of action fits more than one nature of suit, select the one that best describes your cause of action.

- VIII(a) **IDENTICAL CASES.** Indicate if an identical action has previously been filed and dismissed, remanded or closed. Insert the docket number and judge's name, if applicable.

- VIII(b) **RELATED CASES.** This section of the CV-71 (JS-44) is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge's name for each case. Check all boxes that apply.

- IX. **VENUE.** This section of the CV-71 (JS-44) is used to identify the correct division in which the case will be filed. Please remember to indicate the residence of EACH plaintiff and defendant and the county or state in which each claim arose.

If the United States government or an agency thereof is a plaintiff or defendant, place an "X" in the appropriate box. Indicate the residence of other parties, if any.

In each category: for each party and claim, indicate the county, if in California. If other than California, you need only to list the state or country.

- X. **Attorney or party appearing pro per must sign and date this form.**